

**UNITED STATES BANKRUPTCY COURT  
MIDDLE DISTRICT OF PENNSYLVANIA**

In re:

Daiquan Jamel Weston  
**Debtor 1**  
Pinkie B. Britney Weston  
**Debtor 2**

**Chapter 13**  
**Case No.** 1:24-BK-01046-HWV  
**Matter:** Motion for Mortgage Modification

**DEBTOR(S)' MOTION FOR MORTGAGE MODIFICATION**

AND NOW, come the Debtor(s), Daiquan Jamel Weston and Pinkie B. Britney Weston, through their attorney, Paul D. Murphy-Ahles, Esquire and DETHLEFS PYKOSH & MURPHY, who files the within Debtor(s)' Motion for Mortgage Modification and aver as follows:

1. This case was commenced on April 26, 2024, when Debtor(s) filed a voluntary Petition for relief under Chapter 13 of the Bankruptcy Code.
2. The Chapter 13 Plan proposes to cure arrears owed to PennyMac Loan Services.
3. PennyMac Loan Services holds a valid first mortgage against Debtor(s)' personal residence located at 2823 Robin Road, York, York County, Pennsylvania.
4. PennyMac Loan Services has offered the Debtor(s) a secondary Note with the following terms:
  - a. Under the secondary Note, the new unpaid principal balance due on the second mortgage is \$8,079.59;
  - b. The annual rate of interest charged on the unpaid principal balance of the loan will be reduced to a fixed rate of 0.0000%; and
  - c. Debtor(s)' estimated mortgage monthly payment on principal and interest balance will be in the amount of \$0.00.

A copy of the Pennsylvania Secondary Mortgage Note is attached hereto as Exhibit "A".

5. The secondary Note is in the best interest of the Debtor(s) as it cures all pre-petition mortgage arrears owed to PennyMac Loan Services.



**WHEREFORE**, the Debtor(s) respectfully request this Honorable Court to approve the secondary Note with PennyMac Loan Services.

Respectfully submitted,  
**DETHLEFS PYKOSH & MURPHY**

Date: May 23, 2025

/s/ Paul D. Murphy-Ahles

Paul D. Murphy-Ahles, Esquire  
PA ID No. 201207  
2132 Market Street  
Camp Hill, PA 17011  
(717) 975-9446  
pmurphy@dplglaw.com  
*Attorney for Debtor(s)*



FHA Case #: [REDACTED]

LOAN NO.: [REDACTED]

Investor Loan No: [REDACTED]

## PENNSYLVANIA SECONDARY MORTGAGE NOTE

This agreement is subject to the provisions of the Secondary Mortgage Loan Act.

January 20, 2025  
[Date]

YORK  
[City]  
2823 ROBIN ROAD, YORK, PA 17404  
[Property Address]

PENNSYLVANIA  
[State]

UPI/PIN/Tax ID: 51-000-41-0024.00-00000

### 1. PARTIES

"Borrower" means each person signing at the end of this Note, and the person's successors and assigns. "Secretary" or "Lender" means the Secretary of Housing and Urban Development and its successors and assigns.

### 2. BORROWER'S PROMISE TO PAY

In return for a loan received from Lender, Borrower promises to pay the principal sum of **Eight Thousand Seventy Nine and 59/100ths Dollars (U.S. \$8,079.59)**, to the order of the Lender.

### 3. PROMISE TO PAY SECURED

Borrower's promise to pay is secured by a mortgage, deed of trust or similar security instrument that is dated the same date as this Note and called the "Security Instrument." The Security Instrument protects the Lender from losses, which might result if Borrower defaults under this Note.

### 4. MANNER OF PAYMENT

(A) Time

On, **July 1, 2050** or, if earlier, when the first of the following events occurs:



- (i) Borrower has paid in full all amounts due under the primary Note and related mortgage, deed of trust or similar Security Instruments insured by the Secretary, or
- (ii) The maturity date of the primary Note has been accelerated, or
- (iii) The primary Note and related mortgage, deed of trust or similar Security Instrument are no longer insured by the Secretary.

(B) Place

Payment shall be made at the Office of Housing FHA-Comptroller, Director of Mortgage Insurance Accounting and Servicing, 451 Seventh Street, SW, Washington, DC 20410 or any such other place as Lender may designate in writing by notice to Borrower.

## 5. BORROWER'S RIGHT TO PREPAY

Borrower has the right to pay the debt evidenced by this Note, in whole or in part, without charge or penalty. If Borrower makes a partial prepayment, there will be no changes in the due date or in the amount of the monthly payment unless Lender agrees in writing to those changes.

## 6. WAIVERS BY BORROWER

Borrower and any other person who has obligations under this Note waive the rights of presentment and notice of dishonor. "Presentment" means the right to require Lender to demand payment of amounts due. "Notice of dishonor" means the right to require Lender to give notice to other persons that amounts due have not been paid.

## 7. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. Lender may enforce its rights under this Note against each person individually or against all signatories together. Any one person signing this Note may be required to pay all the amounts owed under this Note.



BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Note.

Daquan Weston  
Borrower - **DAIQUAN J. WESTON**

Date: 5 / 2 / 25

**Loan Originator Organization: PennyMac Loan Services, LLC, NMLSR ID: 35953**  
**Individual Loan Originator's Name NMLSR ID: N/A**



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**NOTICE**

NOTICE OF OPPORTUNITY TO OBJECT AND HEARING: Pursuant to Local Rule 2002-1(a), the Court will consider this Motion without further notice of hearing unless a party in interest files an objection/response on or before **June 13, 2025**. If you object to the relief requested, you must file your objection/response with the Court of the Court and serve a copy of on the Movant and Movant's Attorney.

If you file and serve an objection/response within the time permitted, the Court may schedule a hearing, and you will be notified. If you do not file an objection within the permitted time, the Court will deem the Motion unopposed and proceed to consider the Motion without further notice or hearing and the Court may grant the relief requested.

Date: May 23, 2025

Paul D. Murphy-Ahles, Esquire  
PA ID No. 201207  
DETHLEFS PYKOSH & MURPHY  
2132 Market Street  
Camp Hill, PA 17011  
(717) 975-9446  
pmurphy@dplglaw.com  
*Attorney for Debtor(s)*



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**ORDER OF COURT**

UPON CONSIDERATION Debtor(s)' Motion for Mortgage Modification, and the Court finding that the relief prayed for is warranted and proper under the circumstances, and the Court being otherwise fully advised:

**IT IS ORDERED** that Debtor(s)' Motion is hereby GRANTED; and Debtor(s) and PennyMac Loan Services are granted APPROVAL by the Court to enter into the Pennsylvania Secondary Mortgage Note dated January 20, 2025.



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**CERTIFICATE OF SERVICE**

I hereby certify that on Friday, May 23, 2025, I served a true and correct copy of the **Debtor(s)' Motion for Mortgage Modification, Notice of Opportunity to Object and Hearing, and proposed Order** in this proceeding via electronic means or USPS First Class Mail upon the recipients as listed in the Mailing Matrix.

/s/ Kathryn S. Greene

Kathryn S. Greene, M-Jur., RP®, Pa.C.P.  
Paralegal for Paul D. Murphy-Ahles, Esquire



Label Matrix for local noticing  
0314-1  
Case 1:24-bk-01046-HWV  
Middle District of Pennsylvania  
Harrisburg  
Tue Aug 27 14:26:45 EDT 2024

Affirm  
30 Isabella Street, Floor 4  
Pittsburgh, PA 15212-5862

Capio Partners  
PO Box 3498  
Sherman, TX 75091-3498

Cavalry SPV I  
PO Box 4252  
Greenwich, CT 06831-0405

Discover Bank  
PO Box 3025  
New Albany, OH 43054-3025

(p)JEFFERSON CAPITAL SYSTEMS LLC  
PO BOX 7999  
SAINT CLOUD MN 56302-7999

MERRICK BANK  
Resurgent Capital Services  
PO Box 10308  
Greenville, SC 29603-0368

(p)MISSION LANE LLC  
PO BOX 105286  
ATLANTA GA 30348-5286

PennyMac Loan Services  
PO Box 514187  
Los Angeles, CA 90051-4387

Quantum3 Group LLC as agent for  
Crown Asset Management LLC  
PO Box 788  
Kirkland, WA 98083-0788

Santander Consumer USA Inc.  
c/o Stewart, Elinor & Juncos, Ltd.  
2800 Patton Road  
Roseville, MN 55113-1100

Amica Credit  
9815 South Monroe Street, Floor 4  
Sandy, UT 84070-4384

Capital One Bank USA  
PO Box 3025  
Salt Lake City, UT 84130-0285

Credit One Bank  
PO Box 98875  
Las Vegas, NV 89193-8875

FIRST PORTFOLIO VENTURES II, LLC  
3091 Governors Lake Drive Suite 500  
Peachtree Corners, GA 30071-1135

Katherine Westry  
1437 Monroe Street  
York, PA 17404-5421

Merrick Bank  
PO Box 9201  
Old Bethpage, NY 11804-9001

(p)PORTFOLIO RECOVERY ASSOCIATES LLC  
PO BOX 41067  
NORFOLK VA 23541-1067

PennyMac Loan Services, LLC.  
P.O. Box 2410  
Moorpark, CA 93020-2410

Quantum3 Group LLC as agent for  
Velocity Investments LLC  
PO Box 788  
Kirkland, WA 98083-0788

U.S. Bankruptcy Court  
Sylvia H. Rambo US Courthouse  
1501 N. 6th Street  
Harrisburg, PA 17102-1104

Barclays Bank Delaware  
PO Box 8803  
Wilmington, DE 19899-8803

Capital One N.A.  
by AIS InfoSource LP as agent  
PO Box 71083  
Charlotte, NC 28272-1083

Discover Bank  
Discover Products Inc.  
PO Box 3025  
New Albany, OH 43054-3025

Frederic I. Weinberg & Associates  
375 East Elm Street Suite 210  
Conshohocken, PA 19380-1973

LVNV Funding, LLC  
Resurgent Capital Services  
PO Box 10587  
Greenville, SC 29603-0587

Midland Credit Management  
PO Box 2037  
Warren, MI 48090-2037

Pennsylvania Department of Revenue  
Bankruptcy Division  
PO Box 280946  
Harrisburg, PA 17128-0946

Quantum3 Group LLC as agent for  
CF Medical LLC  
PO Box 788  
Kirkland, WA 98083-0788

Resurgent Capital Services  
PO Box 10587  
Greenville, SC 29603-0587



SANTANDER CONSUMER USA  
P.O. Box 560284  
Dallas, TX 75556-0284

Santander Bank  
450 Penn Street  
MC: 10-421 MC5  
Reading, PA 19602-1011

(p)SPRING OAKS CAPITAL LLC  
1400 CROSSWAYS BLVD STE 100B  
CHESAPEAKE VA 23320-0207

Spring Oaks Capital SPV, LLC  
PO Box 121  
CHESAPEAKE, VA 23327-1216

U.S. Department of Housing and Urban Develop  
12th Floor 801 Market Street  
Philadelphia, PA 19107

(p)US DEPARTMENT OF HOUSING & URBAN DEVELOPEME  
ATTN OFFICE OF REGIONAL COUNSEL  
801 MARKET STREET 12TH FLOOR  
PHILADELPHIA PA 19107-3126

United States Trustee  
US Courthouse  
1501 N. 6th St  
Harrisburg, PA 17102-1104

(p)UPGRADE INC  
2 N CENTRAL AVE  
10TH FLOOR  
PHOENIX AZ 85004-4422

(p)UPLIFT INC  
5301 KIETZKE LN STE 200  
RENO NV 89511-2083

Verizon  
by American InfoSource as agent  
PO Box 4457  
Houston, TX 77210-4457

Verizon Wireless  
PO Box 25505  
Lehigh Valley, PA 18002-5505

Wells Fargo Bank, N.A., Wells Fargo Card Ser  
PO Box 1438 MC 18235-0438  
Des Moines, IA 50306-0438

Wells Fargo Card Services  
PO Box 10438  
MAC F8235-02F  
Des Moines, IA 50306-0438

Weltman, Weinberg & Reis Co.  
170 South Independence Mall West  
Suite 874  
Philadelphia, PA 19106-3334

West Manchester Township  
380 East Berlin Road  
York, PA 17408-8700

Wex Bank  
PO Box 4337  
Carol Stream, IL 60197-4337

Daiquan Jamel Weston  
2823 Robin Road  
York, PA 17404-5723

(p)JACK N ZAHAROPOULOS  
ATTN: CHPTER 17 TRUSTEE  
8125 ADAMS DRIVE SUITE A  
HUMMELSTOWN PA 17036-8625

Paul Donald Murphy-Ahles  
Dethlefs, Pylosch & Murphy  
2132 Market Street  
Camp Hill, PA 17011-4706

Pinkie B. Britney Weston  
2823 Robin Road  
York, PA 17404-5723

The preferred mailing address (p) above has been substituted for the following entity/entities as so specified  
by said entity/entities in a Notice of Address filed pursuant to 11 U.S.C. 342(f) and Fed.R.Bank.P. 2002 (g)(4).

Jefferson Capital Systems  
16 Mclelland Road  
PO Box 7999  
Saint Cloud, MN 56302-9617

(d)Jefferson Capital Systems LLC  
PO Box 7999  
St, Cloud, MN 56302-9617

Mission Lane  
PO Box 105286  
Atlanta, GA 30348

PORTFOLIO RECOVERY ASSOCIATES, LLC  
POB 41067  
Norfolk, VA 23541

(d)Portfolio Recovery Associates  
PO Box 41067  
Norfolk, VA 23541

Spring Oaks Capital  
1400 Crossways Boulevard #100B  
Chesapeake, VA 23320



US Department of HUD  
451 7th Street SW  
Washington, DC 20410

Upgrade  
275 Battery Street, Floor 23  
San Francisco, CA 94111

Uplift  
440 North wolfe Road  
Sunnyvale, CA 94085

Jack N Zaharopoulos  
Standing Chapter 13  
(Trustee)  
8125 Adams Drive, Suite A  
Hummelstown, PA 17036

The following recipients may be/have been bypassed for notice due to an undeliverable (u) or duplicate (d) address.

(u)PENNYMAC LOAN SERVICES, LLC

(d)Cavalry SPV I, LLC  
PO Box 4252  
Greenwich, CT 06831-0405

(d)Midland Credit Management, Inc.  
PO Box 2037  
Warren, MI 48090-2037

End of Label Matrix	
Mailable recipients	49
Bypassed recipients	3
Total	52